GDS ACCESS APPLICATION
($79.95 Nonrefundable Application Fee)
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Thank you for your interest in obtaining access to a GDS with TPI. To ensure the highest standards in our Independent Contractors and to uphold our professional reputation with ARC, IATA and our Suppliers, you must undergo an application process before gaining access to the GDS. This process includes a comprehensive criminal background check, credit check, industry reference check and GDS experience exam for every GDS user. Please complete, notarize and mail the original form to our address. Attention should be made to Customer Service. We recommend a tracking courier service, i.e., FedEx. Please allow up to 4 business days for a Travel Planners International to contact you regarding your GDS application. If you have any questions regarding this application, please contact cs@tpionline.com.

PART 1 - Independent Contractor (IC) Information:

Legal Name: ________________________________________________________________

Company Name: _____________________________________________________________

Select the type of business entity structure to describe the IC (Independent Contractor, Agent):

☐ Proprietorship          ☐ Publicly Traded Corporation
☐ Partner                ☐ Limited Liability Company (LLC)
☐ Non-Public Corporation ☐ Other
Street Address: ___________________________________________ Suite/Floor: ________

City: ___________________________ State: ___________ Zip: ___________

Telephone: ___________________________ Fax: ___________________________

Email: ___________________________ Website or URL Address: ___________________________

PART 2 – Background of Applicant and Personnel

Your affiliations with Travel Agents, Agencies and Host Agencies within the last 10 years.

A. Indicate whether the applicant, or any person, or business named in this application has or had
an affiliation or a connection of any kind with any agent, agency, host or entity accredited by
ARC, ARP, ATC, IATA, or IATAN

B. ☐ YES ☐ NO

If the answer is yes, please provide the related details.

C. Have you had a connection or affiliation of any kind with an agent, agency, host or entity
previously canceled by ARC, ARP, ATC, IATA, or IATAN?

☐ YES ☐ NO

If the answer is yes, please provide the related details.

D. Have you had a connection or affiliation with, or was employed by an agent presently in
default under the Agent Reporting Agreement (ARA)?

☐ YES ☐ NO

If the answer is yes, please provide the related details.
Felonies or Misdemeanors

A. Have you been convicted of a felony or misdemeanor related to financial activity or pled guilty or nolo contendere (no contest) to a felony or misdemeanor related to financial activity?

☐ YES  ☐ NO

If the answer is yes, please provide the related details.

B. Have you been found by a court to have committed a breach of fiduciary duty involving the use of funds of others?

☐ YES  ☐ NO

If the answer is yes, please provide the related details.

C. Have you been arrested or are currently under investigation by federal, state, or local law enforcement authorities (e.g., police, attorney general’s office, consumer protection agencies, etc.) for any offense or crime, or any alleged offense or crime in any way related to employment or affiliation with a travel agency or travel related company?

☐ YES  ☐ NO

If the answer is yes, please provide the related details.

Bankruptcy

Are presently, or have ever been, an owner, officer, director, or management employee of any business that has ever filed, or been the subject of, a petition in bankruptcy?

☐ YES  ☐ NO

If the answer is yes, please provide the related details.
Have ever filed, or been the subject of, a petition in bankruptcy?

☐ YES  ☐ NO

If the answer is yes, please provide the related details.

Have ever been the subject of an adversary proceeding in any bankruptcy case?

☐ YES  ☐ NO

If the answer is yes, please provide the related details.

ADDENDUM FOR GDS ACCESS

1. This Addendum amends the INDEPENDENT CONTRACTOR AGREEMENT entered into between Travel Planners International, Inc., hereinafter referred to as TPI, having its principal place of business at 1740 Fennell Street, Maitland, FL 32751, and the Independent Contractor whose legal name is written on the signature page hereof, hereinafter referred to as the IC.

2. This Addendum will be effective only when:
   (a) IC signs a hard copy of the Addendum & returns it to TPI,
   (b) a notary public has notarized IC’s signature and (c) TPI has countersigned this Addendum. This Addendum will thereafter have the same term as the Agreement and will terminate when the Agreement terminates. Not withstanding the foregoing, TPI may terminate this Addendum at any time on written notice to IC. Termination shall not affect duty of IC to pay IC’s expenses set forth in Section 6 below or IC’s indemnification under Section 10 below.

3. GDS Access - TPI shall provide IC with access to the Global Distribution System (GDS) chosen by IC at the location chosen by IC and listed on the signature page hereof. All hardware and communication lines required by IC shall be the sole responsibility of IC. Both TPI and the GDS vendor reserve the right to enhance, modify or replace (collectively "Update") any part of the GDS at any time. If IC elects to use an Update, such use shall constitute its agreement to abide by the terms and conditions pertaining to such use.

4. GDS Usage – In using the GDS, IC must abide by: (a) TPI’s policies for reservations and issuance of airline tickets or train tickets as posted in the TPI “Agent Only” website; (b) each supplier’s reservation rules; and (c) ARC’s rules set forth in the ARC Industry Agent’s Handbook.

5. IC’s Expenses - IC shall reimburse TPI for: (a) all of the fees, expenses, costs, and penalties, of any nature, billed by the GDS vendor for or pertaining to IC’s GDS Usage; and (b) all airline debit memos pertaining to reservations made at IC’s Location (collectively “IC’s Expenses”). Any invoices not disputed within 7 days will be deemed conclusively correct.

6. Prohibited Practices - IC shall refrain from:
   (a) Accessing, or allowing a third party access, disclosing GDS log-in information, allowing any third party to access, the PNRs or profiles of TPI or any other travel agent or agency for which TPI acts as host.
   (b) Entering into a contract directly with the GDS to which TPI provides access to IC.
   (c) Ticketing against a credit card without the cardholder’s authority, against a stolen or otherwise
fraudulent credit card.
(d) Forcing a change in the validation date of tickets.
(e) Permitting alteration, omission, or other falsification on coupons of tickets or on any reissue thereof.
(f) Falsifying reservation or ticketing reports, tickets, or other documents;
(g) Issuing tickets using ticket numbers not assigned to TPI.
(h) Reporting cash refunds against sales made on credit cards
(i) Without the authority of the ticketing carrier: (a) issuing a ticket in exchange for a ticket previously issued by another agent or by a carrier, or (b) issuing a ticket in exchange for a traffic document previously issued naming another carrier as the ticketing carrier;
(j) Engaging in a pattern of potential “bust-out” activity, such as a sudden, sharp fluctuation of sales, which, along with other relevant information, indicates to that IC may be engaging in fraud.
(k) Issuing, writing up, or otherwise producing duplicate or invalid credit memos, vouchers, or credit Certificates.
(l) In the absence of specific permission of the carrier, (a) using any credit card which is issued in the name of the IC, or in the name of any of the IC’s personnel, or in the name of any third party, for the purchase of air transportation for sale or resale to other persons, or (b) reporting the sale of any air transportation as a credit card transaction where at any time the IC bills, invoices, or receives payment in cash from the client for such air transportation; or
(m) Submitting for refund or reissuance a ticket that has been used or has already been refunded or reissued.

7. IC’s Representation and Warranty - IC hereby represents and warrants to TPI that IC is not a party to any contract that would be breached by IC’s execution of this Addendum or by IC’s bookings under this Addendum.

8. Disclaimer - TPI shall have no liability to IC under contract or in tort for any obligations, liabilities, rights, claims, damages (for lost business, lost revenue, lost profits, lost data, lost savings or any economic loss or damage of any kind or nature, including any other direct, indirect, incidental, special or consequential damages) and remedies of IC, arising by law or otherwise, due to any defects, errors, malfunctions, performance, failure to perform, use of the GDS or back-office errors. IC waives and releases TPI, its owners, officers, directors, employees, agents, successors and assigns from any liability for all such matters.

9. Indemnification - IC hereby agrees to indemnify, defend, and hold harmless TPI, and its owners, officers, directors, employees, agents, successors and assigns, from and against any and all losses, liabilities, claims, costs and expenses including reasonable attorney’s fees arising out of or in any way related to IC’s performance of its obligations under this Addendum or arising out of, or related to: (i) use of the GDS by IC or its agents, employees, contractors, customers or invitees; (ii) reservations made by IC; (iii) loss or theft of ticket numbers at IC’s Location; and (iii) IC’s former GDS contract, if any.

10. Miscellaneous - Except as modified by this Addendum, the Agreement shall remain in full force and effect.

Part 3 - Application Checklist

Please provide the following documents with your application. Missing items will delay processing.

_____ GDS Application / Addendum signed and notarized
_____ Online request processed on TPI Central

PERSONAL GUARANTEES

In the event that IC is a corporation, limited liability company, or partnership, I or we hereby jointly and severally guarantee each and every obligation of IC under the foregoing agreement. (All owners must sign.)

GDS Access Application
Do not write below this line
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Before me, the undersigned notary public, personally appeared
___________________________________________to me, who being duly sworn according to law, deposes the following:

**Part 4 - Certification**

I hereby certify that the statements made in this application and the attachments are true and correct and that I am authorized by the applicant identified in Part 1 to file this application. I acknowledge and understand that as part of the evaluation and verification process, TPI may need to verify the information contained in this application and I authorize TPI to conduct such investigation to verify information in this application and also authorize the release to TPI of any documents, such as but not limited to, lease agreements, credit reports, employment agreements, photographs, in order to verify information as TPI deems necessary to evaluate this application. If there are any changes to any of the answers or information provided in this application and/or attachments thereto I will notify TPI in writing immediately. I expressly acknowledge that any access to the GDS is at the sole discretion of TPI, and if this application is disapproved, I will hold harmless TPI with no recourse whatsoever. I understand that if this application is approved, I will be bound by the terms of the application and the addendum thereto. I have read and agree that my signature binds applicant to the terms of this application, the Independent Contractor Agreement, TPI Fee Schedule and understand all of the terms.

___________________________________________
Signature of owner or corporate officer

__________________________
Date

___________________________________________
Print or type name of above signatory

___________________________________________
Print or type title of signatory

Sworn to and subscribed before me this________ day of__________________________, 20____

___________________________________________
(Signature of Notary Public)

__________________________
Seal

___________________________________________
(Name of Notary Typed, Printed, or Stamped)

COUNTY OF __________________________ STATE OF __________________________

__________________________
Personally Known _OR Produced Identification Type of Id __________________________